

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miratech Intermediate Holdings, Inc.		05/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Miratech Group, LLC		
Street Address:	420 S. 145th Avenue		
Internal Address:	Mail Drop A		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74108-1305		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2578505	MIRATECH	
Registration Number:	3710036	V-CAT	
Registration Number:	4439196	MIRATECH	
Serial Number:	86206147	LTR	
Serial Number:	86258960	QUAD-TUNED	
Serial Number:	86258986	QUAD-TUNED SILENCER	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	37869-195		
NAME OF SUBMITTER:	Rob Soneson		

CH \$165.00 2578505

SIGNATURE:	/rsoneson/
DATE SIGNED:	05/15/2014
Total Attachments: 7 source=IP Assignment Agreement - Intermediate to Group (Executed)_(31713437_1)#page1.tif source=IP Assignment Agreement - Intermediate to Group (Executed)_(31713437_1)#page2.tif source=IP Assignment Agreement - Intermediate to Group (Executed)_(31713437_1)#page3.tif source=IP Assignment Agreement - Intermediate to Group (Executed)_(31713437_1)#page4.tif source=IP Assignment Agreement - Intermediate to Group (Executed)_(31713437_1)#page5.tif source=IP Assignment Agreement - Intermediate to Group (Executed)_(31713437_1)#page6.tif source=IP Assignment Agreement - Intermediate to Group (Executed)_(31713437_1)#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Assignment**”) is made and entered into as of May 9, 2014 (the “**Effective Date**”) by and between Miratech Intermediate Holdings, Inc. (“**Assignor**”), and Miratech Group, LLC (“**Assignee**”). Assignor and Assignee are referred to collectively herein as the “**Parties**.” All defined terms not otherwise defined herein shall have the meaning set forth in that certain Asset Purchase Agreement dated as of May 9, 2014, by and between Miratech Holdings, Inc. and Miratech Holdings, LLC (the “**APA**”).

RECITALS

A. **WHEREAS**, Miratech Holdings, Inc. and Miratech Holdings, LLC are parties to the APA, pursuant to which Miratech Holdings, LLC has assigned, to Miratech Holdings, Inc., certain assets of Miratech Holdings, LLC, including all Intellectual Property;

B. **WHEREAS**, Miratech Holdings, Inc., Assignor and Assignee are parties to that certain Restructuring Agreement dated May 9, 2014 (the “**Restructuring Agreement**”), pursuant to which Miratech Holdings, Inc. has agreed to contribute such assets to Assignor, and Assignor has agreed to contribute such assets to Assignee; and

C. **WHEREAS**, pursuant to the Restructuring Agreement, Assignor desires to sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor’s right, title, and interest in and to Intellectual Property (such Intellectual Property, together with the Business Name, Patents, Trademarks, and Copyrights, the “**Transferred IP**”), including, without limitation: (i) the patents and patent applications set forth on Schedule A attached hereto (“**Patents**”); (ii) the trademark registrations and applications set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (“**Trademarks**”); and (iii) the copyright registrations and applications set forth on Schedule C attached hereto (“**Copyrights**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective immediately:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of all Encumbrances (except as for the Permitted Encumbrances), all of Assignor's rights, title, and interest in and to the Transferred IP throughout the world, together with all (i) claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from such Intellectual Property, including all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, or conflict with such Transferred IP; (ii) royalties, income and other payments due as of the Effective Date and thereafter under or arising from such Intellectual Property; and (iii) copies and tangible embodiments of such Transferred IP (in any form or medium).

2. Assignor hereby requests the Registrar of Copyrights, Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred IP.

3. Assignor hereby waives any moral rights, including, but not limited to, rights of attribution, integrity, and disclosure, arising from all or any part of the Transferred IP (including the Copyrights), together with all claims for damages and other remedies asserted on the basis of moral rights, and assigns, transfers, conveys and delivers to Assignee any waivers granted to Assignor of any such moral rights.

4. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

5. This Assignment will be governed by and construed in accordance with the Laws of the State of Delaware, without regard to its principles of conflicts of laws or choice of law.

6. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR

MIRATECH INTERMEDIATE HOLDINGS, INC.

By: 

Name: Donald G. Bramley

Title: President

[SIGNATURE PAGE - IP ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005280 FRAME: 0992

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNEE

MIRATECH GROUP, LLC.

By: 

Name: Donald G. Bramley

Title: President


[SIGNATURE PAGE - IP ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005280 FRAME: 0993

Schedule A**Patents and Patent Applications**

Country	Title	Patent No. Issue Date	Pub. No. Pub. Date	Appln. No. Filing Date	Owner
USA	Catalytic converter system and element for diesel engines	8066950 11/29/2011	2008-0229733 09/25/2008	12/059472 03/31/2008	Miratech Intermediate Holdings, Inc.
USA	Wound process element and method of production	7653998 B1 02/02/2010		11/226754 09/14/2005	Miratech Intermediate Holdings, Inc.
USA	Catalytic converter system for diesel engines	7412824 08/19/2008		11/311868 12/19/2005	Miratech Intermediate Holdings, Inc.
USA	Catalytic converter and catalyst element therefor	7157060 01/02/2007		10/279264 10/24/2002	Miratech Intermediate Holdings, Inc.
USA	Quadruple-Tuned Silencer Apparatus and Method for Attenuating Sound From an Engine Exhaust			14/051,224 10/10/2013	Miratech Intermediate Holdings, Inc.
USA	NOx sensors for SCR control			13/743,789 1/17/2013	Miratech Intermediate Holdings, Inc.
USA	Method and Apparatus for Analysis and Selective Catalytic Reduction of NOx-Containing Gas Streams			14/156,875	Miratech Intermediate Holdings, Inc.
PCT	Catalytic converter system and element for diesel engines		10/8/2009	PCT/US2008/080138 10/16/2008	Miratech Intermediate Holdings, Inc.
USA	Method and Apparatus for Analysis and Selective Catalytic Reduction of NOx-Containing Gas Streams			14/156,875	Miratech Intermediate Holdings, Inc.
CANADA	Catalytic converter system and element for diesel engines			2698241 3/1/2010	Miratech Intermediate Holdings, Inc.

Schedule B**Trademark Registrations and Applications**

Country	Trademark	Application No.	Filing Date	Registration No.	Registered	Owner
USA	MIRATECH	76305484	29 AUG 2001	2578505	11 JUN 2002	Miratech Intermediate Holdings, Inc.
USA	V-CAT	77/549449	18 AUG 2008	3710036	10 NOV 2009	Miratech Intermediate Holdings, Inc.
USA	MIRATECH LOGO 	85/872743	11 MAR 2013	4439195	26 NOV 2013	Miratech Intermediate Holdings, Inc.
USA	LTR	86/206147	27 FEB 2014			Miratech Intermediate Holdings, Inc.
USA	QUAD TUNED	86/258960	22 APR 2014			Miratech Intermediate Holdings, Inc.
USA	QUAD TUNED SILENCER	86/258986	22 APR 2014			Miratech Intermediate Holdings, Inc.

Schedule C

Copyright Registrations and Applications

Title	Registration Number	Registration Date	Owner
Catalytic converter installation & operation manual	TXu1082048	February 26, 2003	Miratech Intermediate Holdings Holdings, Inc.
MEC-2001 air/fuel ratio controller : installation & operation manual	TXu1063658	August 9, 2002	Miratech Intermediate Holdings Holdings, Inc.